

# SOLICITATION

## SECTION A - SOLICITATION/CONTRACT FORM

1. Purchase Authority: Public Law 92-218 as amended			
<b>2. Request for Proposal (RFP) Number:</b>  NIMH-08-DN-00018	<b>3. Issue Date:</b>  March 25, 2008	<b>4. Just in Time:</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes See Part IV Section L	<b>5. Set Aside:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes See Part IV Section L
6. Title : Preparation of Developing Brain Tissue from Rhesus Macaque for Gene Expression Analysis			
<b>7. ISSUED BY:</b> National Institutes of Health National Institute on Drug Abuse Office of Acquisitions, Neuroscience NIMH R&D Contracts Management Branch 6001 Executive Blvd., Rm. 8155 (MSC 9661) Bethesda, MD 20892-9661  _____ _____		<b>8. SUBMIT OFFERS TO:</b>  See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.	
9. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 1, "Packaging and Delivery of the Proposal," until 4:30PM local time on May 23, 2008. Offers will be valid for 120 days unless a different period is specified by the offeror on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043.			
10. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO TWO DIFFERENT LOCATIONS. THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY IS THE ADDRESS PROVIDED FOR THE OFFICE OF ACQUISITIONS AS STATED IN ATTACHMENT 1, "PACKAGING AND DELIVERY OF THE PROPOSAL." IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED FOR THE OFFICE OF ACQUISITIONS, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH HHSAR CLAUSE 352.215-70, ENTITLED, "LATE PROPOSALS, AND REVISIONS" LOCATED IN SECTION L.1. OF THIS SOLICITATION.			
11. Offeror must be registered in the Central Contractor Registry (CCR) prior to award of a contract. <a href="http://www.ccr.gov">http://www.ccr.gov</a>			
12. FOR INFORMATION CALL: Bruce E. Anderson PHONE: 301-443-2234 e-MAIL: ba9i@nih.gov COLLECT CALLS WILL NOT BE ACCEPTED.			
		Bruce E. Anderson Contracting Officer Office of Acquisitions, Neuroscience National Institute on Drug Abuse	

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## PART I - THE SCHEDULE

THE INFORMATION SET FORTH IN **SECTION A - SOLICITATION/CONTRACT FORM**, HEREIN CONTAINS IMPORTANT INFORMATION FOR ANY OFFEROR INTERESTED IN RESPONDING TO THIS SOLICITATION. ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL INCLUDE IN ITS **SECTION A - SOLICITATION/CONTRACT FORM**, ACCOUNTING, APPROPRIATION AND GENERAL INFORMATION APPLICABLE TO THE CONTRACT AWARD.

THE CONTRACT SCHEDULE SET FORTH IN **SECTIONS B THROUGH H**, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE CONTRACT DOCUMENT THAT WILL BE AWARDED AS A RESULT OF THIS SOLICITATION. THE CONTRACT COST OR PRICE AND OTHER CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (i.e., those relating to the organizational structure [e.g., Non-Profit, Commercial] and specific cost authorizations unique to the Offeror's proposal and requiring Contracting Officer Prior Approval) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. THE ENCLOSED CONTRACT SCHEDULE IS INTENDED TO PROVIDE THE OFFEROR WITH THE NECESSARY INFORMATION TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

This contract requires the delivery of high quality, carefully dissected, well preserved, neural tissues from specific brain regions of the Rhesus macaque, at specific developmental stages. Brain tissue will be delivered to a separate contractor for in situ processing for the identification of gene expression patterns. Animals shall be age verified, nursery-reared, from free ranging colonies raised in outdoor corrals that are at least ½ acre in size. The animals shall be humanely sacrificed under approved IACUC protocols.

### ARTICLE B.2. ESTIMATED COST

- a. The estimated cost of the Base Period of this contract is \$\_\_\_\_\_.
- b. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the Government's total estimated contract amount represented by the sum of the estimated cost will be increased as follows:

	Estimated Cost (\$)
Base Period (September 2008 - September 2010)	
Option Period(s): September 2010 - September 2012)	
Total [Base Period and Option(s)]	

- c. Total funds currently available for payment and allotted to this contract are \$\_\_\_\_\_ which represents the estimated costs. For further provisions on funding, see the LIMITATION OF FUNDS clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses.
- d. It is estimated that the amount currently allotted will cover performance of the contract through \_\_\_\_\_.
- e. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

### **ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS**

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer. The following is a list of items that may be included in the resultant contract as applicable. 1) Acquisition, by purchase or lease, of any interest in real property; 2) Special rearrangement or alteration of facilities; 3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 4) Travel Costs; 5) Consultant Costs; 6) Subcontract Costs; 7) Patient Care Costs; 8) Accountable Government Property; and 9) Research Funding.

### **ARTICLE B.4. ADVANCE UNDERSTANDINGS**

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article if the Contracting Officer has granted his/her approval prior to contract award.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### ARTICLE C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, dated March 25, 2008, attached hereto and made a part of this Solicitation (See SECTION J - List of Attachments).

### ARTICLE C.2. REPORTING REQUIREMENTS

All reports required herein shall be submitted in electronic format. In addition, one (1) hardcopy of each report shall be submitted to the Contracting Officer, unless otherwise specified.

- a. **Technical Progress Reports**

1. In addition to any required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required in any contract resulting from this solicitation. These reports will require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. It is estimated that quarterly, annual and final technical reports will be required. However, the frequency and specific content of technical reports will be determined prior to contract award. Note: it is anticipated that no quarterly report will be required when annual reports are due, and no annual report will be required when the final report is due.

For proposal preparation purposes only, it is estimated that in addition to the required electronic version(s) two signed hard copies of the of the following reports will be required:

- ☐ Monthly
- ☐ Quarterly
- ☐ Semi-Annual
- ☒ Annual
- ☐ Annual (with a requirement for a Draft Annual Report)
- ☒ Final - Upon final completion of the contract
- ☐ Final - Upon final completion of the contract (with a requirement for a Draft Final Report)

### ARTICLE C.3. INVENTION REPORTING REQUIREMENT

All reports and documentation required by FAR Clause 52.227-11, Patent Rights-Ownership by the Contractor including, but not limited to, the invention disclosure report, the confirmatory license, and the Government support certification, shall be directed to the Extramural Inventions and Technology Resources Branch, OPERA, NIH, 6705 Rockledge Drive, Room 1040-A, MSC 7980, Bethesda, Maryland 20892-7980 (Telephone: 301-435-1986). In addition, one copy of an annual utilization report, and a copy of the final invention statement, shall be submitted to the Contracting Officer. The final invention statement (see FAR 27.303(b)(2)(ii)) shall be submitted to the Contracting Officer on the expiration date of the contract.

The annual utilization report shall be submitted in accordance with the DELIVERIES Article in SECTION F of this contract. The final invention statement (see FAR 27.303(b)(2)(ii)) shall be submitted on the expiration date of the contract. All reports shall be sent to the following address:

Contracting Officer  
National Institutes of Health

NIDA Office of Acquisitions, Neurosciences  
NIMH R&D Contracts Management Branch  
6001 Executive Blvd.  
NSC, Room 8154  
Bethesda, Maryland 20892- 9661

If no invention is disclosed or no activity has occurred on a previously disclosed invention during the applicable reporting period, a negative report shall be submitted to the Contracting Officer at the address listed above.

To assist contractors in complying with invention reporting requirements of the clause, the NIH has developed "Interagency Edison," an electronic invention reporting system. Use of Interagency Edison is encouraged as it streamlines the reporting process and greatly reduces paperwork. Access to the system is through a secure interactive Web site to ensure that all information submitted is protected. Interagency Edison and information relating to the capabilities of the system can be obtained from the Web ( <http://www.iedison.gov>), or by contacting the Extramural Inventions and Technology Resources Branch, OPERA, NIH.

## **SECTION D - PACKAGING, MARKING AND SHIPPING**

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

Tissue samples shipped to the to-be-named contractor for processing shall be packaged and shipped in accordance with all federal, state and local regulations. Coded packages shall contain data about the sample, in a format to be determined. Notification shall be sent electronically to the recipient and to the government Project Officer when a shipment is made with the code and data contained in the package.

Unused brain tissue from each animal provided under this contract will be cryopreserved and sent for storage to the NIMH (further instructions, e.g., location/address, will be provided after award of the contract).



**SECTION E - INSPECTION AND ACCEPTANCE**

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, \_\_\_\_\_ is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:  
National Institute of Mental Health, NIH  
6001 Executive Blvd.  
Bethesda, MD 20892

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Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause **52.246-8, Inspection of Research and Development - Cost-Reimbursement** (May 2001).

## SECTION F - DELIVERIES OR PERFORMANCE

### ARTICLE F.1. PERIOD OF PERFORMANCE

- a. The base period of performance of this contract shall be for two (2) years, from September 2008 through September 2010.
- b. If the Government exercises its option(s) pursuant to the OPTION PROVISION Article in Section H of this contract, the period of performance will be increased as listed below:

Option	Option Period
01	September 2010 - September 2011
02	September 2011-September 2012

### ARTICLE F.2. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in the Statement of Work Article in SECTION C of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in the STATEMENT OF WORK and the REPORTING REQUIREMENTS Article in SECTION C of this contract. will be required to be delivered F.o.b. Destination as set forth in FAR 52.247-35, F.o.b. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by any date(s) specified below and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of this contract:

Item	Description	Quantity	Delivery Schedule
(1)	Rhesus macaque brain samples/sections prepared and shipped to the to-be-named contractor for processing	See the Statement of Work	As needed and available; See the Statement of Work
(2)	Unused Rhesus macaque brain tissue from each sacrificed animal under this contract will be cryopreserved and sent to the NIMH for storage.	See the Statement of Work	Upon completion of the contract; See the Statement of Work
(3)	Upon award, the Contractor will be required to submit a roster of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a federal information system(s). An electronic template, "Roster of Employees Requiring Suitability Investigations," is available	Electronic transmittal or hardcopy	Roster submitted prior to performing any contract work

Item	Description	Quantity	Delivery Schedule
	for Contractor use at: <a href="http://ais.nci.nih.gov/forms/Suitability-roster.xls">http://ais.nci.nih.gov/forms/Suitability-roster.xls</a>		
(4)	<p>The Government will determine and notify the Contractor of the appropriate level of suitability investigation required for each staff member.</p> <p>Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the "NCI Information Technology Security Policies, Background Investigation Process" website: <a href="http://ais.nci.nih.gov">http://ais.nci.nih.gov</a>.</p>	Electronic transmittal & 1 signed hardcopy of each form	Forms to be submitted within 30 days after Government notification of applicable suitability investigations for each contractor employee
(5)	The Contractor is responsible for assuring that each Contractor/ Subcontractor employee has completed the NIH Computer Security Awareness Training course at: <a href="http://irtsectraining.nih.gov/">http://irtsectraining.nih.gov/</a> prior to performing any contract work, and thereafter completing the NIH-specified fiscal year refresher course during the period of performance of the contract. The Contractor shall maintain a listing of all individuals who have completed this training and shall submit this listing to the Project Officer.	Electronic transmittal	List of those who have taken training, submitted prior to performing any contract work
(6)	The Contractor is required to finalized the draft IT security plan submitted with the proposal, in coordination with the Project Officer, no later	Electronic transmittal	Within 90 days after contract award

Item	Description	Quantity	Delivery Schedule
	than 90 calendar days after contract award. Also, the contractor is required to update and resubmit its ISSP to NIH every three years following award or when a major modification has been made to its internal system.		
(7)	Quarterly Technical Reports	Electronic transmittal	Within 15 days after each contract quarter ends
(8)	Annual Technical Reports	Electronic transmittal & 2 Signed Hardcopies	Within 15 days after each contract year ends
(9)	Final Technical Report	Electronic transmittal & 2 Signed Hardcopies	Before contract expires

b. The above items shall be addressed and delivered to:

Addressee	Deliverable Item No
Site that will be processing the samples; name/address to be provided after award	1
NIMH facility to receive unused samples; name/address to be provided after award	2
Project Officer	3-9
Contracting Officer	3-9

c. If options to extend the contract are exercised, it is anticipated that the above delivery schedule will continue, as specified.

### ARTICLE F.3. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/comp/far/index.html>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

**52.242-15, Stop Work Order** (August 1989) with **Alternate I** (April 1984).

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **ARTICLE G.1. PROJECT OFFICER**

The following Project Officer(s) will represent the Government for the purpose of this contract:

To be specified prior to award.

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor for any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer designation.

### **ARTICLE G.2. KEY PERSONNEL, HHSAR 352.270-5 (January 2006)**

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the Contractor or Government.

(End of Clause)

The following individual(s) is/are considered to be essential to the work being performed hereunder:

<b>Name</b>	<b>Title</b>

### **ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST**

- a. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts NIH(RC)-1 are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.

1. Payment requests shall be submitted as follows:

- a. One original to the following designated billing office:

National Institutes of Health  
Office of Financial Management  
Commercial Accounts

2115 East Jefferson Street, Room 4B-432, MSC 8500  
Bethesda, MD 20892-8500

- b. One copy to the following approving official:

Contracting Officer, NIH  
NIDA Office of Acquisitions, Neurosciences  
NIMH R&D Contracts Management Branch  
NSC Room 8154  
6001 EXECUTIVE BLVD MSC 9661  
BETHESDA, MD 20892- 9661

2. In addition to the requirements specified in FAR Subpart 32.9 for a proper invoice, the Contractor shall include the following information on all payment requests:

- a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is Neurosciences Office of Acquisitions, NIDA/NIMH R&D Contracts Management Branch .
- b. Central Point of Distribution. For the purpose of this contract, the Central Point of Distribution is NIDA Invoices NIMH CMB (NIH/NIDA) .
- c. Vendor Identification Number. This is the 7 digit number that appears after the Contractor's name in Block 7 of Standard Form 26. *[Note: This only applies to new contracts awarded on/ after June 4, 2007, and any existing contract modified to include the number.]*
- d. DUNS number or DUNS+4 that identifies the Contractor's name and address exactly as stated on the face page of the contract.
- e. Identification of whether payment is to be made using a two-way or three-way match. This contract requires a Two-Way match.

- b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) - 496-6088.

- c. The Contractor shall include the following certification on every invoice for reimbursable costs incurred with Fiscal Year funds subject to the SALARY RATE LIMITATION LEGISLATION PROVISIONS Article in SECTION H of this contract. For billing purposes, certified invoices are required for the billing period during which the applicable Fiscal Year funds were initially charged through the final billing period utilizing the applicable Fiscal Year funds:

"I hereby certify that the salaries charged in this invoice are in compliance with P.L. \_\_\_\_\_ and the SALARY RATE LIMITATION LEGISLATION PROVISIONS Article in SECTION H of the above referenced contract." .

#### **ARTICLE G.4. INDIRECT COST RATES**

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7 (d)(2), Allowable Cost and Payment incorporated by reference in this contract in PART II, SECTION I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Director, Division of Cost Allocation  
Department of Health and Human Services  
330 Independence Avenue, SW  
Washington, DC 20201

These rates are hereby incorporated without further action of the Contracting Officer.

## **ARTICLE G.5. GOVERNMENT PROPERTY**

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the HHS Publication, entitled, "Contractor's Guide for Control of Government Property," which can be found at:

<http://knownet.hhs.gov/log/AgencyPolicy/HHSLogPolicy/contractorsguide.htm>.

## **ARTICLE G.6. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

### **a. Contractor Performance Evaluations**

Interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluation(s) shall be submitted \_\_\_\_\_ [Insert Dates].

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

### **b. Electronic Access to Contractor Performance Evaluations**

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

<http://oamp.od.nih.gov/OD/CPS/cps.asp>

The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### ARTICLE H.1. HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

### ARTICLE H.2. NEEDLE EXCHANGE

- a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

b.

Public Law and Section No.	Fiscal Year	Period Covered
P.L. 110-161, Division G, Title V, Section 505	2008	10/1/07 - 9/30/08

### ARTICLE H.3. PRESS RELEASES

- a. Pursuant to Public Law(s) cited in paragraph b., below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

b.

Public Law and Section No.	Fiscal Year	Period Covered
P.L. 110-161, Division G, Title V, Section 506	2008	10/1/07 - 9/30/08

### ARTICLE H.4. ANTI -LOBBYING

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall only be used for normal and recognized executive-legislative relationships. Contract funds shall not be used, for publicity or propaganda purposes; or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

c.

Public Law and Section No.	Fiscal Year	Period Covered
P.L. 110-161, Division G, Title V, Section 503	2008	10/1/07 - 9/30/08



## ARTICLE H.5. ANIMAL WELFARE

All research involving live, vertebrate animals shall be conducted in accordance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals. This policy may be accessed at:

<http://grants1.nih.gov/grants/olaw/references/phspol.htm>.

## ARTICLE H.6. PROTECTION OF PERSONNEL WHO WORK WITH NONHUMAN PRIMATES

All Contractor personnel who work with nonhuman primates or enter rooms or areas containing nonhuman primates shall comply with the procedures set forth in NIH Policy Manual 3044-2, entitled, "Protection of NIH Personnel Who Work with Nonhuman Primates," located at the following URL:

<http://www1.od.nih.gov/oma/manualchapters/intramural/3044-2/>

## ARTICLE H.7. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in ARTICLE I.3., the contract will consist only of the Base Period of the Statement of Work as defined in Sections C and F of the contract. Pursuant to FAR Clause 52.217-9, Option to Extend the Term of the Contract set forth in ARTICLE I.3. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform additional options set forth in the Statement of Work and also defined in Sections C and F of the contract. If the Government exercises this option, notice must be given at least 60 days prior to the expiration date of this contract, and the estimated cost of the contract will be increased as set forth in the ESTIMATED COST Article in SECTION B of this contract.

## ARTICLE H.8. SALARY RATE LIMITATION LEGISLATION PROVISIONS

- a. Pursuant to the P.L.(s) cited in paragraph b., below, no NIH Fiscal Year funds may be used to pay the direct salary of an individual through this contract at a rate in excess of the applicable amount shown or the applicable Executive Level for the fiscal year covered. Direct salary is exclusive of fringe benefits, overhead and general and administrative expenses (also referred to as "indirect costs" or "facilities and administrative (F & A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the Contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the Contractor. The annual salary rate limitation also applies to individuals proposed under subcontracts. It does not apply to fees paid to consultants. If this is a multiple year contract, it may be subject to unilateral modifications by the Government if an individual's salary rate used to establish contract funding exceeds any salary rate limitation subsequently established in future HHS appropriation acts.

b.

Public Law and Section No.*	Fiscal Year*	Dollar Amount of Salary Limitation*
P.L. 110-161, Division G, Title II, Section 203	2008	10/1/07 - 9/30/08

- c. Payment of direct salaries is limited to the Executive Level rate which was in effect on the date(s) the expense was incurred.

[\*Applicable information to be included at award]

## ARTICLE H.9. INFORMATION SECURITY

The Statement of Work (SOW) requires the Contractor to (1) develop, (2) have the ability to access, or (3) host and/or maintain a Federal information system(s). Pursuant to Federal and HHS Information Security Program Policies, the Contractor and any subcontractor performing under this contract shall comply with the following requirements:

Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); <http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>

a. Information Type

☒ Administrative, Management and Support Information

☐ Mission Based Information

b. Security Categories and Levels

Confidentiality Level: ☒ Low ☐ Moderate ☐ High

Integrity Level: ☒ Low ☐ Moderate ☐ High

Availability Level: ☒ Low ☐ Moderate ☐ High

**Overall Level:** ☒ Low ☐ Moderate ☐ High

c. Position Sensitivity Designations

1. The following position sensitivity designations and associated clearance and investigation requirements apply under this contract.

☐ **Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI).** Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI)

☐ **Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI).** Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

☒ **Level 1: Non Sensitive (Requires Suitability Determination with an NACI).** Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

2. The Contractor shall submit a roster, by name, position, e-mail address, phone number and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a Federal information system(s). The roster shall be submitted to the Project Officer, with a copy to the Contracting Officer, within 14 calendar days of the effective date of the contract. Any revisions to the roster as a result of staffing changes shall be submitted within 15 calendar days of the change. The Contracting Officer shall notify the Contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for Contractor use at: <http://ais.nci.nih.gov/forms/Suitability-roster.xls>.

Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the "NCI Information Technology Security Policies, Background Investigation Process" website: <http://ais.nci.nih.gov>.

Contractor/subcontractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

3. Contractor/Subcontractor employees shall comply with the HHS criteria for the assigned position sensitivity designations prior to performing any work under this contract. The following exceptions apply:

Levels 5 and 1: Contractor/Subcontractor employees may begin work under the contract after the Contractor has submitted the name, position and responsibility of the employee to the Project Officer, as described in paragraph c. (2) above.

Level 6: In special circumstances the Project Officer may request a waiver of the pre-appointment investigation. If the waiver is granted, the Project Officer will provide written authorization for the Contractor/Subcontractor employee to work under the contract.

d. Information Security Training

The Contractor shall ensure that each Contractor/Subcontractor employee has completed the NIH Computer Security Awareness Training course at: <http://irtsectraining.nih.gov/> prior to performing any contract work, and thereafter completing the NIH-specified fiscal year refresher course during the period of performance of the contract.

The Contractor shall maintain a listing by name and title of each Contractor/Subcontractor employee working under this contract that has completed the NIH required training. Any additional security training completed by Contractor/Subcontractor staff shall be included on this listing. [The listing of completed training shall be included in the first technical progress report. (See Article C.2. Reporting Requirements.) Any revisions to this listing as a result of staffing changes shall be submitted with next required technical progress report.]

Contractor/Subcontractor staff shall complete the following additional training prior to performing any work under this contract:

e. Rules of Behavior

The Contractor/Subcontractor employees shall comply with the NIH Information Technology General Rules of Behavior at: <http://irm.cit.nih.gov/security/nihitrob.html>.

f. Personnel Security Responsibilities

**Contractor Notification of New and Departing Employees Requiring Background Investigations**

1. The Contractor shall notify the Contracting Officer, the Project Officer, and the Security Investigation Reviewer **within five working days** before a new employee assumes a position that requires a suitability determination or when an employee with a security clearance stops working under the contract. The Government will initiate a background investigation on new employees requiring security clearances and will stop pending background investigations for employees that no longer work under the contract.
2. New employees: Provide the name, position title, e-mail address, and phone number of the new employee. Provide the name, position title and suitability level held by the former incumbent. If the employee is filling a new position, provide a description of the position and the Government will determine the appropriate security level.
3. Departing employees:
  - Provide the name, position title, and security clearance level held by or pending for the individual.
  - Perform and document the actions identified in the "Employee Separation Checklist", attached in Section J, ATTACHMENTS of this contract, when a Contractor/Subcontractor employee terminates work under this contract. All documentation shall be made available to the Project Officer and/or Contracting Officer upon request.

g. Commitment to Protect Non-Public Departmental Information Systems and Data

## 1. Contractor Agreement

The Contractor and its subcontractors performing under this SOW shall not release, publish, or disclose non-public Departmental information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of such information:

- 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
- 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
- Public Law 96-511 (Paperwork Reduction Act)

## 2. Contractor-Employee Non-Disclosure Agreements

Each Contractor/Subcontractor employee who may have access to non-public Department information under this contract shall complete the Commitment to Protect Non-Public Information - Contractor Agreement. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer prior to performing any work under the contract.

h. NIST SP 800-53 Self-Assessment

The contractor shall annually update and re-submit its Self-Assessment required by NIST SP 800-53, *Recommended Security Controls for Federal Information Systems*. ( <http://csrc.nist.gov/publications> - under Special Publications).

Subcontracts: The Contractor's annual update to its Self-Assessment Questionnaire shall include similar information for any subcontractor that performs under the SOW to (1) develop a Federal information system(s) at the Contractor's/Subcontractor's facility, or (2) host and/or maintain a Federal information system(s) at the Contractor's/Subcontractor's facility.

The annual update shall be submitted to the Project Officer, with a copy to the Contracting Officer [For option contracts: no later than the completion date of the period of performance/ for all other contracts: indicate due date as determined by the Project Officer/Contracting Officer].

i. Information System Security Plan

The Contractor's draft ISSP submitted with its proposal shall be finalized in coordination with the Project Officer no later than 90 calendar days after contract award.

Following approval of its draft ISSP, the Contractor shall update and resubmit its ISSP to the Project Officer every three years or when a major modification has been made to its internal system. The Contractor shall use the current ISSP template in Appendix A of NIST SP 800-18, *Guide to Developing Security Plans for Federal Information Systems*. ( <http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf> ). The details contained in the Contractor's ISSP shall be commensurate with the size and complexity of the requirements of the SOW based on the System Categorization determined above in subparagraph (b) Security Categories and Levels of this Article.

Subcontracts: The Contractor shall include similar information for any subcontractor performing under the SOW with the Contractor whenever the submission of an ISSP is required.

**ARTICLE H.10. PUBLICATION AND PUBLICITY**

In addition to the requirements set forth in HHSAR Clause **352.270-6, Publications and Publicity** incorporated by reference in SECTION I of this contract, the Contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Institute of Mental Health National Institutes of Health, Department of Health and Human Services, under Contract No.

"

## **ARTICLE H.11. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE**

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is **Htips@os.dhhs.gov** and the mailing address is:

Office of Inspector General  
Department of Health and Human Services  
TIPS HOTLINE  
P.O. Box 23489  
Washington, D.C. 20026

## **ARTICLE H.12. NIH POLICY ON ENHANCING PUBLIC ACCESS TO ARCHIVED PUBLICATIONS RESULTING FROM NIH-FUNDED RESEARCH**

The Policy requests that beginning May 2, 2005, NIH-funded investigators submit to the NIH National Library of Medicine's (NLM) PubMed Central (PMC) an electronic version of the author's final manuscript, upon acceptance for publication, resulting from research supported in whole or in part with direct costs from NIH. NIH defines the author's final manuscript as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. The PMC archive will preserve permanently these manuscripts for use by the public, health care providers, educators, scientists, and NIH. The Policy directs electronic submissions to the NIH/NLM/PMC: <http://www.pubmedcentral.nih.gov>.

Additional information is available at <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-05-022.html>.

## **ARTICLE H.13. CONSTITUTION DAY**

Each educational institution that receives Federal funds for a fiscal year shall hold an educational program on the United States Constitution on September 17 of such year for the students serviced by the educational institution in accordance with Public Law 108-447.

## **ARTICLE H.14. RESTRICTION ON EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS**

Pursuant to the current HHS annual appropriations act, the Contractor shall not use contract funds to employ workers described in section 274A(h)(3) of the Immigration and Nationality Act, which reads as follows:

"(3) Definition of unauthorized alien.-As used in this section, the term 'unauthorized alien' means, with respect to the employment of an alien at a particular time, that the alien is not at that time either (A) an alien lawfully admitted for permanent residence, or (B) authorized to be so employed by this Act or by the Attorney General."

## **PART II - CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

THE FOLLOWING ARTICLE I.1. GENERAL CLAUSE LISTING(S) WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSE LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP:

The complete listing of these clauses may be accessed at:

<http://rcb.cancer.gov/rcb-internet/appl/general-clauses/clauses.jsp>

#### **General Clauses for a Cost-Reimbursement Contract with Educational Institutions**

#### **General Clauses for a Cost-Reimbursement Contract with Non-Profit Organizations Other Than Educational Institutions**

#### **General Clauses for a Cost-Reimbursement Research and Development Contract**

## **ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES**

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations.

It is expected that the following substitution(s) will be made part of the resultant contract:

- a. FAR Clauses **52.219-9, Small Business Subcontracting Plan** (November 2007), and **52.219-16, Liquidated Damages--Subcontracting Plan** (January 1999) are deleted in their entirety.
- b. FAR Clause **52.232-20, Limitation Of Cost** (April 1984), is deleted in its entirety and FAR Clause **52.232-22, Limitation Of Funds** (April 1984) is substituted therefor. **[NOTE: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.]**

## ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses by reference, (unless otherwise noted), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

### a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

1. FAR Clause **52.216-15, Predetermined Indirect Cost Rates** (April 1998).

2. FAR Clause **52.217-6, Option for Increased Quantity** (March 1989).

"....The Contracting Officer may exercise the option by written notice to the Contractor within \_\_\_\_\_ [INSERT THE PERIOD OF TIME IN WHICH THE CONTRACTING OFFICER HAS TO EXERCISE THE OPTION] ...."

3. FAR Clause **52.217-9, Option to Extend the Term of the Contract** (March 2000).

"(a) The Government may extend the term of this contract by written notice to the Contractor within \_\_\_\_\_ [INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least \_\_ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension."

"(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_ [MONTHS/YEARS]."

4. FAR Clause **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns** (July 2005).

"(c) Waiver of evaluation preference.....  
[ ] Offeror elects to waive the evaluation preference."

5. FAR Clause **52.223-3, Hazardous Material Identification and Material Safety Data** (January 1997), with **Alternate I** (July 1995).

6. FAR Clause **52.243-2, Changes--Cost Reimbursement** (August 1987), **Alternate V** (April 1984).

7. FAR Clause **52.251-1, Government Supply Sources** (April 1984).

### b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:

1. HHSAR Clause **352.223-70, Safety and Health** (January 2006).

2. HHSAR Clause **352.270-9(b), Care of Live Vertebrate Animals** (January 2006).



c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

*The following clauses are attached and made a part of this contract:*

1. **NIH (RC)-7, Procurement of Certain Equipment** (April 1984).

## ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses in full text.

### FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1) CLAUSES:

**a. FAR Clause 52.222-39, Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (December 2004)**

*(a) Definition. As used in this clause --*

*United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.*

*(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).*

#### *Notice to Employees*

*Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.*

*If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.*

*For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:*

*National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)*

*To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.*

*(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.*

*(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.*

*(e) The requirement to post the employee notice in paragraph (b) does not apply to--*

*(1) Contractors and subcontractors that employ fewer than 15 persons;*

*(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;*

*(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;*

*(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--*

*(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and*

*(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or*

*(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.*

*(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--*

*(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 2021, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;*

*(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or*

*(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.*

*(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c).*

*For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes*

*involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.*

*(End of Clause)*

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this RFP:

#### SOLICITATION ATTACHMENTS

Attachment No.	Title	Location
Attachment 1:	Packaging and Delivery of Proposal (R & D)	<a href="#">ATTACHMENT1-Packaging-and-Delivery-of-Proposal-R&amp;D.pdf</a>
Attachment 2:	Proposal Intent Response Sheet	<a href="#">ATTACHMENT2-Proposal-Intent-Response-Sheet.pdf</a>
Attachment 3:	Statement of Work	<a href="#">ATTACHMENT3-Statement-of-Work.pdf</a>
Attachment 4:	Proposal Submission Checklist	<a href="#">ATTACHMENT4-Proposal-Submission-Checklist.pdf</a>

#### TECHNICAL PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 5:	Technical Proposal Cost Summary	<a href="http://www.niaid.nih.gov/contract/forms.htm">http://www.niaid.nih.gov/contract/forms.htm</a>
Attachment 6:	Summary of Related Activities	<a href="http://www.niaid.nih.gov/contract/forms.htm">http://www.niaid.nih.gov/contract/forms.htm</a>
Attachment 7:	Government Notice for Handling Proposals	<a href="http://www.niaid.nih.gov/contract/forms/form7.pdf">http://www.niaid.nih.gov/contract/forms/form7.pdf</a>
Attachment 8:	Project Objectives, NIH 1688-1	<a href="http://rcb.cancer.gov/rcb-internet/forms/nih1688-1.pdf">http://rcb.cancer.gov/rcb-internet/forms/nih1688-1.pdf</a>

#### BUSINESS PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 9:	Proposal Summary and Data Record, NIH-2043	<a href="http://www.niaid.nih.gov/contract/forms.htm">http://www.niaid.nih.gov/contract/forms.htm</a>
Attachment 10:	Breakdown of Proposed Estimated Costs (plus fee) w/Excel Spreadsheet	<a href="http://oamp.od.nih.gov/contracts/BUSCOST.HTM">http://oamp.od.nih.gov/contracts/BUSCOST.HTM</a> <a href="http://oamp.od.nih.gov/Division/DFAS/spshexcl.xls">http://oamp.od.nih.gov/Division/DFAS/spshexcl.xls</a>
Attachment 11:	Offeror's Points of Contact	<a href="http://www.niaid.nih.gov/contract/forms.htm">http://www.niaid.nih.gov/contract/forms.htm</a>
Attachment 12:	Certificate of Current Cost or Pricing Data	<a href="http://rcb.cancer.gov/rcb-internet/forms/cert-current-cost.pdf">http://rcb.cancer.gov/rcb-internet/forms/cert-current-cost.pdf</a>
Attachment 13:	Disclosure of Lobbying Activities, OMB Form SF-LLL	<a href="http://rcb.cancer.gov/rcb-internet/forms/sfillin.pdf">http://rcb.cancer.gov/rcb-internet/forms/sfillin.pdf</a>

#### INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 14:	Invoice/Financing Request Instructions-CR-NIH(RC)-1	<a href="http://rcb.cancer.gov/rcb-internet/forms/rc1.pdf">http://rcb.cancer.gov/rcb-internet/forms/rc1.pdf</a>

<b>Attachment No.</b>	<b>Title</b>	<b>Location</b>
Attachment 15:	Safety and Health, HHSAR Clause 352.223-70	<a href="http://rcb.cancer.gov/rcb-internet.nci.nih.gov/forms/safety&amp;health-1-06.pdf">http://rcb.cancer.gov/rcb-internet.nci.nih.gov/forms/safety&amp;health-1-06.pdf</a>
Attachment 16:	Procurement of Certain Equipment, NIH(RC)-7	<a href="http://www.niaid.nih.gov/contract/forms/NIH-RC-7.pdf">http://www.niaid.nih.gov/contract/forms/NIH-RC-7.pdf</a>
Attachment 17:	Commitment to Protect Non-Public Information Contractor Agreement	<a href="http://irm.cit.nih.gov/security/Nondisclosure.pdf">http://irm.cit.nih.gov/security/Nondisclosure.pdf</a>
Attachment 18:	Roster of Employees Requiring Suitability Investigations	<a href="http://ais.nci.nih.gov/forms/Suitability-roster.xls">http://ais.nci.nih.gov/forms/Suitability-roster.xls</a>
Attachment 19:	Employee Separation Checklist	<a href="http://rcb.cancer.gov/rcb-internet/forms/Emp-sep-checklist.pdf">http://rcb.cancer.gov/rcb-internet/forms/Emp-sep-checklist.pdf</a>

## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST :

1. Go to the Online Representations and Certifications Application (ORCA) at: <https://orca.bpn.gov/> and complete the Representations and Certifications; and
2. Complete, and include as part of your BUSINESS PROPOSAL, SECTION K which can be accessed electronically from the INTERNET at the following address:  
<http://rcb.cancer.gov/rcb-internet/wkf/sectionk.pdf>

If you are unable to access this document electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### 1. GENERAL INFORMATION

#### a. **INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION** [FAR Provision 52.215-1 (January 2006)]

##### (a) Definitions. As used in this provision--

*"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.*

*"In writing", "writing", or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.*

*"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.*

*"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.*

*"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day. Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).*

*(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).*

##### (c) Submission, modification, revision, and withdrawal of proposals.

*(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.*

##### (2) The first page of the proposal must show--

*(i) The solicitation number;*

*(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);*

*(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;*

*(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and*



(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

*(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.*

*(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.*

*(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.*

*(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).*

*(e) Restriction on disclosure and use of data.*

*(1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following statements, specifying the particular portions of the proposal which are to be restricted:*

*Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.*

*The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.*

*If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.*

*The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages ( insert page numbers, paragraph designations, etc. or other identification).*

*(2) In addition, the offeror must mark each page of data it wishes to restrict with the following statement:*

*"Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal or quotation."*

*(3) Offerors are cautioned that proposals submitted with restrictive statements or statements differing in substance from those cited above may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming statement(s).*

*(f) Contract award.*

*(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.*

*(2) The Government may reject any or all proposals if such action is in the Government's interest.*

*(3) The Government may waive informalities and minor irregularities in proposals received.*

*(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.*

*(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.*

*(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.*

*(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.*

*(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.*

*(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.*

*(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.*

*(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:*

*(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.*

*(ii) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.*

*(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;*

*(iv) A summary of the rationale for award.*

(v) *For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.*

(vi) *Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.*

*(End of Provision)*

**Alternate I** (October 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

*(f) (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.*

**b. "JUST IN TIME"**

This RFP contains special procedures for the submission of business management proposals. These special procedures are designed to reduce the administrative burden on offerors without compromising the information needed during the initial evaluation of proposals. Certain documents will no longer be required to be submitted with initial proposals, but will be requested at a later stage in the competitive process. Specifically, the travel policy, the annual financial statement, and certain types of cost/pricing information will only be required to be submitted from those offerors included in the competitive range, or the apparent successful offeror. The special procedures for submission of this documentation are set forth in detail below:

**Travel Policy.** The offeror's (and any proposed subcontractor's) written travel policy shall not be submitted with the initial business proposal. All offerors included in the competitive range will be required to submit a travel policy as a part of their final proposal revision.

**Annual Report.** The offeror's most recent annual report shall **not** be submitted with the initial business proposal. All offerors included in the competitive range will be required submit a copy of their most recent annual report as a part of their final proposal revision.

**Cost/Pricing Information.** The offeror's business proposal shall include the basic cost/pricing information specified in Section L.2.c.(1) of this RFP. In addition, the Government may require offerors included in the competitive range to submit additional information substantiating their proposed costs or prices. This additional cost/pricing information will be requested after establishment of the competitive range, and potentially includes payroll documentation, vendor quotes, invoice prices, and/or any other information deemed necessary by the Contracting Officer to evaluate the reasonableness of the price or to determine cost realism. [The information may also include submission and certification of cost or pricing data.]

**c. NAICS CODE AND SIZE STANDARD**

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

1. The North American Industry Classification System (NAICS) code for this acquisition is 541712.
2. The small business size standard is 500 employees.

**THIS REQUIREMENT IS NOT SET-ASIDE FOR SMALL BUSINESS. However, the Federal Acquisition Regulation (FAR) requires in every solicitation, (except for foreign acquisitions) the inclusion of the North American Industry Classification System (NAICS) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.**

**d. TYPE OF CONTRACT AND NUMBER OF AWARDS**

It is anticipated that one (1) award will be made from this solicitation and that the award will be made on/about September 2008.

It is anticipated that the award from this solicitation will be a multiple-year Cost-Reimbursement type Completion contract with a Term of 2Years, and that incremental funding will be used (See Section L.2.c. Business Proposal Instructions).

**e. COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

**f. COMMUNICATIONS PRIOR TO CONTRACT AWARD**

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

**g. RELEASE OF INFORMATION**

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

**h. PREPARATION COSTS**

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

**i. SERVICE OF PROTEST (SEPTEMBER 2006) - FAR 52.233-2**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer  
NIDA Office of Acquisitions, Neuroscience  
NIMH R&D Contract Management Branch  
NSC Room 8154  
6001 EXECUTIVE BLVD MSC 9661  
BETHESDA MD 20892- 9661

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**j. LATE PROPOSALS AND REVISIONS, HHSAR 352.215-70 (January 2006)**

*Notwithstanding the procedures contained in FAR 52.215-1(c)(3) of the provision of this solicitation entitled Instructions to Offerors-Competitive Acquisition, a proposal received after the date specified for receipt may be considered if it appears to offer the best value to the Government; and it was received before proposals were distributed for evaluation, or within five calendar days after the exact time specified for receipt, whichever is earlier.*

*(End of provision)*

**2. INSTRUCTIONS TO OFFERORS**

**a. GENERAL INSTRUCTIONS**

**INTRODUCTION**

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

**1. Contract Type and General Clauses**

It is contemplated that a cost-reimbursement, completion type contract will be awarded. (See General Information) Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

**2. Authorized Official and Submission of Proposal**

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addressees, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

**I. COVER PAGE**

Include RFP title, number, name of organization, DUNS No., identification of the proposal part, and indicate whether the proposal is an original or a copy.

**II. TECHNICAL PROPOSAL**

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions and as specified in SECTION J, List of Attachments.

**III. BUSINESS PROPOSAL**

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions and as specified in SECTION J, List of Attachments.

**3. Proposal Summary and Data Record (NIH-2043)**

The Offeror must complete the Form NIH-2043, attached, with particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations. (See SECTION J, Attachment entitled, PROPOSAL SUMMARY AND DATA RECORD).

#### 4. **Separation of Technical and Business Proposals**

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts, travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (See SECTION J, Attachment entitled, TECHNICAL PROPOSAL COST SUMMARY.) However, the technical proposal should not include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

#### 5. **Alternate Proposals**

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

#### 6. **Evaluation of Proposals**

The Government will evaluate technical proposals in accordance with the criteria set forth in PART IV, SECTION M of this RFP.

#### 7. **Potential Award Without Discussions**

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

#### 8. **Use of the Metric System of Measurement**

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurements, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

**Hard Metric** - - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

**Soft Metric** - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

**Dual Systems** - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

## 9. Privacy Act - Treatment of Proposal Information

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the Government Accountability Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

## 10. Selection of Offerors

- a. The acceptability of the scientific and technical portion of each research contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
- d. If the Government intends to conduct discussions prior to awarding a contract -
  1. Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the competitive range is uncertain.



Such communications shall not be used to cure proposal deficiencies or omissions that alter the technical or cost elements of the proposal, and/or otherwise revise the proposal, but may be considered in rating proposals for the purpose of establishing the competitive range.

2. The Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. The competitive range will be comprised of all of the most highly rated proposals. Oral or written discussions will be conducted with all offerors in the competitive range.

While it is NIDA/NIMH's policy to conduct discussions with all offerors in the competitive range, NIDA/NIMH reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct finalization of details with the selected source in accordance with HHSAR 315.370.

- e. The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror.
- f. The NIDA/NIMH reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet NIDA/NIMH requirements. Synopses of awards exceeding \$25,000 will be published in FedBizOpps.

#### **11. Institutional Responsibility Regarding Conflicting Interests of Investigators**

##### **• EACH INSTITUTION MUST:**

- a. Maintain an appropriate written, enforced policy on conflict of interest that complies with 42 CFR Part 50 Subpart F and/or 45 CFR Part 94 as appropriate and inform each investigator of the Institution's policy, the Investigator's reporting responsibilities, and the applicable regulations. If the Institution carries out the NIH funded research through subgrantees, contractors or collaborators, the Institution must take reasonable steps to ensure that Investigators working for such entities comply with the regulations, either by requiring those investigators to comply with the Institution's policy or by requiring the entities to provide assurances to the Institution that will enable the Institution to comply with the regulations.
- b. Designate an Institutional official(s) to solicit and review financial disclosure statements from each Investigator who is planning to participate in NIH-funded research.
- c. Require that by the time an application/proposal is submitted to the NIH each investigator who is planning to participate in the NIH-funded research has submitted to the designated official(s) a listing of his/her known Significant Financial Interests (and those of his/her spouse and dependent children): (i) that would reasonably appear to be affected by the research for which the NIH funding is sought; and (ii) in entities whose financial interests would reasonably appear to be affected by the research. All financial disclosures must be updated during the period of the award, either on an annual basis or as new reportable Significant Financial Interests are obtained.
- d. Provide guidelines consistent with the regulations for the designated official(s) to identify conflicting interests and take such actions as necessary to ensure that such conflicting interests will be managed, reduced, or eliminated.

- e. Maintain records, identifiable to each award, of all financial disclosures and all actions taken by the institution with respect to each conflicting interest for: (1) in the case of grants, at least three years from the date of submission of the final expenditures report or, where applicable, from other dates specified in 45 CFR Part 74.53(b) and (2) in the case of contracts, 3 years after final payment or, where applicable, for the other time period specified in 48 CFR Part 4 Subpart 4.7, Contract Records Retention.
- f. Establish adequate enforcement mechanisms and provide for sanctions where appropriate.
- g. Certify, in each application/proposal for funding to which the regulations applies, that:
  - 1. there is in effect at the Institution a written and enforced administrative process to identify and manage, reduce or eliminate conflicting interests with respect to all research projects for which funding is sought from the NIH;
  - 2. prior to the Institution's expenditure of any funds under the award, the Institution will report to the awarding component the existence of a conflicting interest (but not the nature of the interest or other details) found by the Institution and assure that the interest has been managed, reduced or eliminated in accord with the regulations; and for any interest that the Institution identifies as conflicting subsequent to the expenditure of funds after award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on a temporary basis within sixty days of that identification;
  - 3. the Institution agrees to make information available, upon request, to the awarding component regarding all conflicting interests identified by the Institution and how those interested have been managed, reduced, or eliminated to protect the research from bias; and
  - 4. the Institution will otherwise comply with the regulations.

- **Institutional Management of Conflicting Interests**

- a. The designated official(s) must: (1) review all financial disclosures; and (2) determine whether conflict of interest exists, and if so, determine what actions should be taken by the Institution to manage, reduce or eliminate such conflict of interest. **A conflict of interest exists when the designated official(s) reasonably determines that a Significant Financial Interest could directly and significantly affect the design, conduct, or reporting of the NIH-funded research.**  
Examples of conditions or restrictions that might be imposed to manage actual or potential conflicts of interests include, but are not limited to:
  - i. public disclosure of significant financial interests;
  - ii. monitoring of research by independent reviewers;
  - iii. modification of the research plan;
  - iv. disqualification of the Investigator(s) from participation in all or a portion of the research funded by the awarding component;
  - v. divestiture of significant financial interests; or
  - vi. severance of relationships that create actual or potential conflicts of interests.
- b. An Institution may require the management of other conflicting financial interests in addition to those described in paragraph (a) of this section, as the Institution deems appropriate.

## 12. ROTC Access and Federal Military Recruiting on Campus

Section 514 of the FY 1997 Appropriations Act prohibits NIH from providing contract funds to educational institutions that the Secretary of Defense determines have a policy or practice (regardless of when implemented ) that either prohibits, or in effect prevents (1) the maintaining, establishing, or operation of a unit of the Senior Reserve Officer Training Corps at the covered education entity; or (2) a student at the covered educational entity from enrolling in a unit of the Senior Reserve Officer Training Corps at another institution of higher education.

Further, contract funds may not be provided to educational institutions that have a policy or practice that prohibits or prevents (1) entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of Federal military recruiting; or (2) access by military recruiters for purposes of Federal military recruiting to information pertaining to students (who are 17 years of age or older) enrolled at the covered educational entity.

## 13. Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)

*This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.acquisition.gov/far/index.html>.*

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

a. *Data Universal Numbering System (DUNS) Number, FAR Clause 52.204-6 (October 2003).*

b. *Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).*

## b. TECHNICAL PROPOSAL INSTRUCTIONS

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

### 1. Technical Discussions

The technical discussion included in the technical proposal should respond to the items set forth below:

#### a. Project Objectives, NIH-1688-1

The offeror shall insert a completed NIH Form 1688-1, Project Objective, as provided in Section J, Attachments, behind the Title Page of each copy of the proposal, along with the "Government Notice for Handling Proposals." The NIH Form 1688-1 is to be completed as follows:

- For an **Institution of Higher Education**: The form MUST be completed in its entirety.

- For **OTHER** than an Institution of Higher Education: The starred items (Department, Service, Laboratory or Equivalent, and Major Subdivision) should be left blank.

The information required under the "Summary of Objectives" portion of the form **MUST** meet the requirements set forth in the section of the form entitled, "**INSTRUCTIONS** :"

**b. Statement of Work**

**1. Objectives**

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

**2. Approach**

The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. Proposals which merely restate the requirements of the Government's scope of work will not be eligible for award.

Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Discuss phasing of research and, if appropriate, include experimental design and possible or probable outcome of approaches proposed.

**3. Methods**

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

**4. Schedule**

Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

**c. Personnel**

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program

**OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME.**

**IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.**

**1. Single Principal Investigator/Project Director**

List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

**2. Other Investigators**

List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

**3. Additional Personnel**

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.
- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled.

**4. Resumes**

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

**2. Other Considerations**

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- a. Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.

- b. Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c. Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- d. Other factors you feel are important and support your proposed research.
- e. Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

### 3. Technical Evaluation

Proposals will be technically evaluated in accordance with SECTION M - Evaluation Factors for Award of this solicitation.

### 4. Care of Live Vertebrate Animals

- a. The following notice is applicable when contract performance is expected to involve care of live vertebrate animals:

**Notice to Offerors of Requirement for Compliance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals, HHSAR 352.270-9(a) (January 2006)**

The PHS Policy on Human Care and Use of Laboratory Animals establishes a number of requirements for research activities involving animals. Before award may be made to an applicant organization, the organization shall file, with the Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), a written Animal Welfare Assurance which commits the organization to comply with the provisions of the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, the Animal Welfare Act, and the Guide for the Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources. In accordance with the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, applicant organizations must establish a committee, qualified through the experience and expertise of its members, to oversee the institution's animal program, facilities and procedures. No award involving the use of animals shall be made unless OLAW approves the Animal Welfare Assurance. Prior to award, the Contracting Officer will notify Contractor(s) selected for projects that involve live vertebrate animals that an Animal Welfare Assurance is required. The Contracting Officer will request that OLAW negotiate an acceptable Animal Welfare Assurance with those Contractor(s). For further information contact OLAW, at NIH, Bethesda, Maryland 20892 (301-496-7163).

(End of Provision)

The following specific address for OLAW is provided for ease of contact:

Office of Laboratory Animal Welfare  
National Institutes of Health  
RKL 1 - Suite 360, MSC 7982  
6705 Rockledge Drive  
Bethesda, MD 20892-7982 (For Hand-delivered/express mail use Zip code 20817)

FAX copies are of the PHS Policy are available at (301) 402-2803. This policy is also available on the internet at <http://www.grants.nih.gov/grants/olaw/olaw.htm>.

- b. The following information must be included in the offerors technical proposal:
  - identification of the species and approximate number of animals to be used;
  - rationale for involving animals, and for the appropriateness of the species and numbers used;

- a complete description of the proposed use of the animals;
  - a description of procedures designed to assure that discomfort and injury to animals will be limited to that which is unavoidable in the conduct of scientifically valuable research, and that analgesic, anesthetic, and tranquilizing drugs will be used where indicated and appropriate to minimize discomfort and pain to animals; and
  - a description of any euthanasia method to be used.
- c. If an Animal Assurance is already in place, the offeror's proposal shall include:
- The Animal Welfare Assurance number.
  - The date last certified by OLAW. (i.e. assurance letter from OLAW)
  - Evidence of recent AAALAC Accreditation, if required by the SOW contained in this solicitation.

## 5. Possession, Use and Transfer of Select Biological Agents or Toxins

**Notice to Offerors of Requirements of:** 42 CFR Part 73, Possession , Use, and Transfer of Select Agents and Toxins (relating to public health and safety):

( [http://www.cdc.gov/od/sap/42\\_cfr\\_73\\_final\\_rule.pdf](http://www.cdc.gov/od/sap/42_cfr_73_final_rule.pdf));

7 CFR Part 331, Possession, Use, and Transfer of Select Agents and Toxins (relating to plant health or plant products) ( [http://www.aphis.usda.gov/programs/ag\\_selectagent/FinalRule3-18-05.pdf](http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf)); and, 9 CFR Part 121, Possession, Use, and Transfer of Select Agents and Toxins (relating to human and animal health, animal health or animal products)

( [http://www.aphis.usda.gov/programs/ag\\_selectagent/FinalRule3-18-05.pdf](http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf)) - March 18, 2005.

These regulations implement the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, and the Agricultural Bioterrorism Protection Act of 2002. They are designed to improve the ability of the United States Government to prevent, prepare for, and respond to bioterrorism and other public health emergencies. These regulations establish requirements regarding registration, security risk assessments, safety plans, security plans, emergency response plans, training, transfers, record keeping, inspections, and notifications.

Listings of HHS select agents and toxins, and overlap select agents or toxins as well as information about the registration process for domestic institutions, are available on the Select Agent Program Web site at <http://www.cdc.gov/od/sap/> and <http://www.cdc.gov/od/sap/docs/salist.pdf>. Listings of USDA select agents and toxins as well as information about the registration process for domestic institutions are available on the APHIS/USDA website at [http://www.aphis.usda.gov/programs/ag\\_selectagent/index.html](http://www.aphis.usda.gov/programs/ag_selectagent/index.html) and [http://www.aphis.usda.gov/programs/ag\\_selectagent/ag\\_bioterr\\_forms.html](http://www.aphis.usda.gov/programs/ag_selectagent/ag_bioterr_forms.html). For foreign institutions, see the NIAID Select Agent Award information ( [http://www.niaid.nih.gov/ncn/clinical/default\\_biodefense.htm](http://www.niaid.nih.gov/ncn/clinical/default_biodefense.htm)).

If the proposed contract will not involve Select Agents, the offeror must include a statement in its technical proposal that the work does not now nor will it in the future (i.e. throughout the life of the award) involve Select Agents.

### Domestic Institutions

For prime or subcontract awards to domestic institutions that possess, use, and/or transfer Select Agents under this contract, the domestic institution must:

- include details about the select agent in their technical proposal, including the quantity proposed to be used during contract performance.
- comply with 42 CFR part 73, 7 CFR part 331 and/or 9 CFR part 121 at:

[http://www.aphis.usda.gov/programs/ag\\_selectagent/FinalRule3-18-05.pdf](http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf), as required, before using NIH funds for research involving Select Agents. No NIH funds can be used for research involving Select Agents if the final registration certificate is denied.

### Foreign Institutions

For prime or subcontract awards to foreign institutions that possess, use, and/or transfer Select Agents under this contract, the foreign institution must:

- include details about the select agent in their technical proposal, including the quantity proposed to be used during contract performance.
- when requested during negotiations, provide information satisfactory to the NIAID/NIH that safety, security, and training standards equivalent to those described in 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 at:

[http://www.aphis.usda.gov/programs/ag\\_selectagent/FinalRule3-18-05.pdf](http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf) for U.S. institutions are in place and will be administered on behalf of all Select Agent work under the resulting contract. The process for making this determination includes inspection of the foreign laboratory facility by an NIAID representative. During this inspection, the foreign institution must provide the following information: concise summaries of safety, security, and training plans; names of all individuals at the foreign institution who will have access to the Select Agents and procedures for ensuring that only approved and appropriate individuals, in accordance with institution procedures, will have access to the Select Agents under the contract; and copies of or links to any applicable laws, regulations, policies, and procedures applicable to that institution for the safe and secure possession, use, and/or transfer of select agents.

An NIAID chaired committee of U.S. federal employees (including representatives of NIH grants/contracts and scientific program management, CDC, Department of Justice and other federal intelligence agencies, and Department of State) will ultimately assess the results of the facility inspection, the regulations, policies, and procedures of the foreign institution for equivalence to the U.S. requirements described in 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 at:

[http://www.aphis.usda.gov/programs/ag\\_selectagent/FinalRule3-18-05.pdf](http://www.aphis.usda.gov/programs/ag_selectagent/FinalRule3-18-05.pdf).

The committee will provide recommendations to the DEA Director, NIAID. The DEA Director will make the approval decision and notify the Contracting Officer. The Contracting Officer will inform the prime contractor of the approval status of the foreign institution. No NIH funds can be used for research involving Select Agents at a foreign institution until NIAID grants this approval.

6. **Information Security** is applicable to this solicitation and the following information is provided to assist in proposal preparation.

**IMPORTANT NOTE TO OFFERORS: The following information shall be addressed in a separate section of the Technical Proposal entitled, "INFORMATION SECURITY."**

The Federal Information Security Management Act of 2002 (P.L. 107-347) (FISMA) requires each agency to develop, document, and implement an agency-wide information security program to safeguard information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor (including subcontractor), or other source. The National Institute of Standards and Technology (NIST) has issued a number of publications that provide guidance in the establishment of minimum security controls for management, operational and technical safeguards needed to protect the confidentiality, integrity and availability of a Federal information system and its information.

The Statement of Work (SOW) requires the successful offeror to (1) develop, (2) have the ability to access, or (3) host and/or maintain a Federal information system(s). Pursuant to Federal and HHS Information Security Program Policies the following requirements apply to this solicitation:



Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); <http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>

a. Information Type

☒ Administrative, Management and Support Information:

☐ Mission Based Information:

b. Security Categories and Levels

Confidentiality Level: ☒ Low ☐ Moderate ☐ High  
 Integrity Level: ☒ Low ☐ Moderate ☐ High  
 Availability Level: ☒ Low ☐ Moderate ☐ High  
**Overall Level: ☒ Low ☐ Moderate ☐ High**

c. Position Sensitivity Designations

Prior to award, the Government will determine the position sensitivity designation for each Contractor (including subcontractor) employee that the successful offeror proposes for work under the contract. For proposal preparation purposes, the following designations apply:

☐ **Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI).** Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI).

☐ **Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI).** Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI)

☒ **Level 1: Non Sensitive (Requires Suitability Determination with an NACI).** Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

Upon award, the Contractor will be required to submit a roster of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a federal information system(s). The Government will determine and notify the Contractor of the appropriate level of suitability investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for Contractor use at:

<http://ais.nci.nih.gov/forms/Suitability-roster.xls>

Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the "NCI Information Technology Security Policies, Background Investigation Process" website: <http://ais.nci.nih.gov>.

Contractor/Subcontractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

d. Information Security Training

HHS policy requires Contractors/Subcontractors receive security training commensurate with their responsibilities for performing work under the terms and conditions of their contractual agreements.

The successful offeror will be responsible for assuring that each Contractor/Subcontractor employee has completed the NIH Computer Security Awareness Training course at: <http://irtsectraining.nih.gov/> prior to performing any contract work, and thereafter completing the NIH-specified fiscal year refresher course during the period of performance of the contract. The successful offeror shall maintain a listing of all individuals who have completed this training and shall submit this listing to the Project Officer.

Additional security training requirements commensurate with the position may be required as defined in NIST Special Publication 800-16, Information Technology Security Training Requirements ( <http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>). This document provides information about information security training that may be useful to potential offerors.

e. Offeror's Official Responsible for Information Security

The offeror shall include in the "Information Security" part of its Technical Proposal the name and title of its official who will be responsible for all information security requirements should the offeror be selected for an award.

f. NIST SP 800 53 Self Assessment

The offeror must include in the "Information Security" part of its Technical Proposal, a completed Self-Assessment required by NIST Draft SP 800-53, Recommended Security Controls for Federal Information Systems. ( <http://csrc.nist.gov/publications> - under Special Publications).

Subcontracts: The offeror must include similar information for any proposed subcontractor that will perform under the SOW to (1) develop a Federal information system(s) at the offeror's/subcontractor's facility, or (2) host and/or maintain a Federal information system(s) at the offeror's/subcontractor's facility.

g. Draft Information System Security Plan

The offeror must include a draft Information System Security Plan (ISSP) using the current template in Appendix A of NIST SP 800 18, Guide to Developing Security Plans for Federal Information Systems ( <http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf>). The details contained in the offeror's draft ISSP must be commensurate with the size and complexity of the requirements of the SOW based on the System Categorization determined above in subparagraph (b) Security Categories and Levels.

Subcontracts: The offeror must include similar information for any proposed subcontractor that will perform under the SOW with the offeror whenever the submission of an ISSP is required.

Note to Offeror: The resultant contract will require the draft ISSP to be finalized in coordination with the Project Officer no later than 90 calendar days after contract award. Also, a contractor is required to update and resubmit its ISSP to NIH every three years following award or when a major modification has been made to its internal system.

h. References

1. Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); <http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>
2. DHHS Personnel Security/Suitability Handbook: <http://www.hhs.gov/ohr/manual/pssh.pdf>
3. NIH Computer Security Awareness Training Course: <http://irtsectraining.nih.gov/>

The following NIST publications may be found at the following site: <http://csrc.nist.gov/publications/>

[Note: The search tool on the left side of this page provides easy access to the documents.]

4. NIST Special Publication 800-16, Information Technology Security Training Requirements; and Appendix A-D
5. NIST SP 800-18, Guide for Developing Security Plans for Information Technology Systems
6. NIST SP 800-26, Revision 1, Computer Security
7. NIST SP 800-53, Revision 1, Recommended Security Controls for Federal Information Systems
8. NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume I; and Volume II, Appendices to Guide For Mapping Types of Information and Information Systems To Security Categories, Appendix C, and Appendix D
9. NIST SP 800-64, Security Considerations in the Information System Development Life Cycle
10. FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems
11. FIPS PUB 200, Minimum Security Requirements for Federal Information and Information Systems

## c. BUSINESS PROPOSAL INSTRUCTIONS

### 1. Basic Cost/Price Information

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

### 2. Cost and Pricing Data

***[This document is INCLUDED in the "Just In Time" procedures. Specific instructions for the submission of this document are outlined in SECTION L.1. of this RFP.]***

#### 1. General Instructions

- A. You must provide the following information on the first page of your pricing proposal:

1. Solicitation, contract, and/or modification number;
  2. Name and address of offeror;
  3. Name and telephone number of point of contact;
  4. Name of contract administration office (if available);
  5. Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
  6. Proposed cost; profit or fee; and total;
  7. Whether you will require the use of Government property in the performance of the contract, and, if so, what property. See Item (13) Other Administrative Data, subparagraph (2) Government Property of this Section L.2.c of this solicitation.;
  8. Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
  9. The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403 5(b)(1) and Table 15.2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price;
  10. Date of submission; and
  11. Name, title and signature of authorized representative.
- B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.
- C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including
1. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
  2. The nature and amount of any contingencies included in the proposed price.
- D. You must show the relationship between contract line item prices and the total contract price. You must attach cost element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.

- E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.
- F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.
- G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.
- H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406 2, submit a Certificate of Current Cost or Pricing Data.

## 2. Cost Elements

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

- A. **Materials and services.** Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403 4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph 2.A(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.
  - 1. *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403 4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205 26(e)).
  - 2. *All Other.* Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403 4 and not otherwise exempt, in accordance with FAR 15.403 1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$11.5 million or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or

pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

- B. **Direct Labor.** Provide a time phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.
- C. **Indirect Costs.** Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.
- D. **Other Costs.** List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.
- E. **Royalties.** If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:
  - 1. Name and address of licensor.
  - 2. Date of license agreement.
  - 3. Patent numbers.
  - 4. Patent application serial numbers, or other basis on which the royalty is payable.
  - 5. Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
  - 6. Percentage or dollar rate of royalty per unit.
  - 7. Unit price of contract item.
  - 8. Number of units.
  - 9. Total dollar amount of royalties.
  - 10. If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205 37).
- F. **Facilities Capital Cost of Money.** When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB CMF and show the calculation of the proposed amount (see FAR 31.205 10).

### 3. **Formats for Submission of Line Item Summaries**

The detailed breakdown shall be in the format as shown on the form **Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours** (Section J, List of Attachments). For each separate cost estimate, the offeror must furnish a breakdown by cost element as indicated above. In addition, summary total amounts shall be furnished. In the event the RFP cites specific line items, by number, a cost breakdown for each line item must be furnished.

### 4. **General Information**

- a. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes

into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

- b. By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

***[NOTE: Data substantiating the costs or prices proposed (i.e. payroll documentation, vendor quotes, invoice price, etc.) should not be submitted with the initial proposal. This information will be requested from the offeror during the negotiation process. The initial proposal need only indicate from what source the proposed costs and prices are substantiated.]***

**3. Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data [FAR Clause 52.215-20 (October 1997)]**

*(a) Exceptions from cost or pricing data.*

*(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.*

*(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.*

*(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include*

*(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;*

*(B) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;*

*(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.*

*(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other*

*directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.*

*(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:*

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15.2 of FAR 15.408.*
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406.2.*

*(End of provision)*

**Alternate I** (October 1997) of FAR Clause **52.215-20, Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data** (October 1997). As prescribed in 15.408(l), **substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:**

*(b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:*

*The format specified in paragraph L.2.c.(4) Cost and Pricing Data, subparagraph 3. Formats for Submission of Line Item Summaries shall be used for the submission cost information. Submission of all other cost or pricing data shall be in accordance with Table 15-2 in FAR 15.408.*

#### **4. Salary Rate Limitation in Fiscal Year 2008**

Offerors are advised that pursuant to P.L. \*\*, no NIH Fiscal Year 2008 (October 1, 2007 - September 30, 2008) funds may be used to pay the direct annual salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level I\* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses, also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the Contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the Contractor.

This does not preclude the offeror from absorbing that portion of an employee's annual salary (plus the dollar amount for fringe benefits and associated indirect costs) that exceeds a rate of the Executive Schedule, Level I\*. The salary rate limitation set by P.L. \*\* applies only to Fiscal Year 2008 funds, however, salary rate ceilings for subsequent years may be included in future DHHS appropriation acts. Multi-year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's annual salary exceeds any salary rate ceiling established in future appropriations acts. The Executive Schedule, Level I\* annual salary rate limitation also applies to individuals proposed under subcontracts, however it does not apply to consultants. P.L. \*\* states in pertinent part:

"None of the funds appropriated in this Act for the National Institutes of Health, the Agency for Healthcare Research and Quality, and the Substance Abuse, and Mental Health Services Administration shall be used to pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of Executive Level I\*."

**LINK TO EXECUTIVE SCHEDULE SALARIES:** <http://www.opm.gov/oca/07tables/html/ex.asp>

**\*Note to Offerors:** The current Fiscal Year Executive Level I Salary Rate should be adhered to in the preparation of your proposal. All costs associated with any resultant contract award shall be in compliance with the current Fiscal Year Executive Level I Salary rates.



*\*\*Pending Passage of Legislation.*

## 5. HUBZone Small Business Concerns

Small Business offerors located in underutilized business zones, called "HUBZones," will be evaluated in accordance with FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS, which is incorporated by reference in ARTICLE I.3. of this solicitation. Qualified HUBZone firms are identified in the Small Business Administration website at <http://www.sba.gov/hubzone>.

## 6. Other Administrative Data

### a. Property

1. It is HHS policy that Contractors will provide all property necessary for contract performance. Exception may be granted to provide Government property (Government-furnished or Contractor-acquired), but only when approved by the Contracting Officer. If the offeror requests that Government property be provided, other than that specified under "Government Furnished Property," below, the proposal must include a comprehensive justification addressing the following items:

- a. State why the property is essential to contract performance and whether the property will be used exclusively for this contract.
- b. Describe other alternatives (e.g., purchase, lease, etc.) pursued and why they were not viable options.

### 2. Government Property

The offeror shall identify Government property in its possession which it proposes to use in the performance of the prospective contract as follows:

- a. A list or description of all Government property that the offeror or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the Contracting Officer having cognizance of the property);
- b. The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;
- c. The amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges; and
- d. The voluntary consensus standard or industry leading practices and standards to be used in the management of Government property, or existing property management plans, methods, practices, or procedures for accounting for property.

**NOTE: The Contracting Officer will consider any potentially unfair competitive advantage that may result from the Contractor possessing**

**Government property, and for evaluation purposes only, adjust the offers using a rental equivalent evaluation factor, as appropriate.**

3. Government-Furnished Property

No Government Furnished Property is offered for this acquisition

4. The management and control of any Government property shall be in accordance with the HHS Publication entitled, Contractors Guide for Control of Government Property, which can be found at: <http://knownet.hhs.gov/log/AgencyPolicy/HHSLogPolicy/contractorsguide.htm>

**b. Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38 (MAY 1999)**

*The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration.*

- (1) The solicitation number (or other procurement identification number).*
- (2) The offeror's name and remittance address, as stated in the offer.*
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.*
- (4) The name, address, and 9 digit Routing Transit Number of the offeror's financial agent.*
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).*
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.*
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9 digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on line to the Fedwire and, therefore, not the receiver of the wire transfer payment.*

*(End of Provision)*

**c. Financial Capacity**

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

**d. Incremental Funding**

An incrementally funded cost-reimbursement contract is a contract in which the total work effort is to be performed over a multiple year period and funds are allotted, as they become available, to cover discernible phases or increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for the contract are not available at the time of the contract award. If this requirement is specified elsewhere in this RFP, the offeror shall submit a cost proposal for each year. In addition, the following provision is applicable:

**Incremental Funding, HHSAR 352.232-75 (January 2006)**

(a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds as specified in FAR 52.232-22. Under the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. The Government intends to allot additional funds up to and including the full estimated cost of the contract for the remaining years of performance by contract modifications. However, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor is the Contractor obligated to perform in excess of the amount allotted.

(b) The Limitation of Funds clause to be included in the resultant contract, as specified in FAR 52.232-22, shall supersede the Limitation of Cost clause found in the Section I, Contract Clauses.

(End of provision)

**7. Qualifications of the Offeror**

You are requested to submit a summary of your "General Experience, Organizational Experience Related to this RFP, Performance History and Pertinent Contracts."

**a. General Experience**

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

**b. Organizational Experience Related to the RFP**

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, **but not** the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this RFP.

**c. Performance History**

Performance history is defined as meeting contract objectives within **delivery** and **cost schedules** on efforts, either past or on-going, which is comparable or related to the effort required by this RFP.

**d. Pertinent Contracts**

Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

**e. Pertinent Grants**

List grants supported by the Government that involved similar or related work to that called for in this RFP. Include the grant number, involved agency, names of the grant specialist and the Science Administrator, identification of the work, and when performed.

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and are considered in the source selection process.

## 8. Subcontractors

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- a. Willingness to perform as a subcontractor for specific duties (list duties).
- b. What priority the work will be given and how it will relate to other work.
- c. The amount of time and facilities available to this project.
- d. Information on their cognizant field audit offices.
- e. How rights to publications and patents are to be handled.
- f. A complete cost proposal in the same format as the offeror's cost proposal.

Note: Organizations that plan to enter into a subcontract with an educational concern under a contract awarded under this RFP should refer to the following Web Site for a listing of clauses that are required to be incorporated in Research & Development (R&D) subcontracts with educational institutions:

<http://ocm.od.nih.gov/contracts/rfps/FDP/FDPclausecover.htm>

## 9. Proposer's Annual Financial Report

***This document is INCLUDED in the "Just In Time" procedures. Specific instructions for the submission of this document are outlined in SECTION L.1. of this RFP.***

All offerors included in the competitive range will be required to submit a copy of the organization's most recent annual financial report.

## 10. Representations and Certifications - SECTION K

One copy of SECTION K (which includes FAR Clause 52.204-8 Annual Representations and Certifications) shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of SECTION K shall be submitted from any proposed subcontractor. SECTION K can be found at: <http://rcb.cancer.gov/rcb-internet/wkf/sectionk.pdf>

## 11. Travel Costs/Travel Policy

### a. Travel Policy

***This document is INCLUDED in the "Just In Time" procedures. Specific instructions for the submission of this document are outlined in SECTION L.1. of this RFP.***

All offerors included within the competitive range will be required to submit one copy of their written travel policy. A written travel policy for any proposed subcontractors shall also be submitted at that time. If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

## SECTION M - EVALUATION FACTORS FOR AWARD

### 1. GENERAL

The technical proposal will receive paramount consideration in the selection of the Contractor(s) for this acquisition. All evaluation factors, other than cost or price, when combined are significantly more important than cost or price. However, cost/price may become a critical factor in source selection in the event that two or more offerors are determined to be essentially equal following the evaluation of all factors other than cost or price. The Government intends to make an award(s) to that offeror(s) whose proposal provides the best overall value to the Government.

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the project as set forth in the RFP. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

### 2. MANDATORY QUALIFICATION CRITERIA

Listed below are mandatory qualification criteria. THE OFFEROR SHALL INCLUDE ALL INFORMATION WHICH DOCUMENTS AND/OR SUPPORTS THE QUALIFICATION CRITERIA IN ONE CLEARLY MARKED SECTION OF ITS PROPOSAL.

The qualification criteria establishes conditions that must be met at the time of receipt of Final Proposal Revisions (FPRs) by the Contracting Officer in order for your proposal to be considered any further for award.

The offeror must have an approved DHHS Animal Welfare Assurance on file. IACUC approval is mandatory.

### 3. EVALUATION OF OPTIONS

It is anticipated that any contract(s) awarded from this solicitation will contain option provision(s) and period(s).

In accordance with FAR Clause 52.217-5, Evaluation of Options, (July 1990), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests. Evaluation of options will not obligate the Government to exercise the option(s).

### 4. TECHNICAL EVALUATION CRITERIA

The evaluation criteria are used by the technical evaluation committee when reviewing the technical proposals. The criteria below are listed in the order of relative importance with weights assigned for evaluation purposes.

Title: Preparation of Developing Brain Tissue from Rhesus Macaque for Gene Expression Analysis		
<b>TECHNICAL EVALUATION CRITERIA</b>		
<b>1.</b>	<b>TECHNICAL APPROACH FOR TISSUE COLLECTION AND PREPARATION; ACCURATE AND DETAILED RECORD-KEEPING</b>	<b>35 Points</b>

	<p><b><u>Points to consider in evaluation of the technical approach</u></b></p> <p><b><i>The demonstrated quality, soundness, feasibility, reliability and state of the art procedures for the following:</i></b></p> <p>(1) Evaluating/determining maternal health and health of offspring, normal and abnormal social behavior in non-human primates; recording and maintaining detailed records on each animal, including exact date of birth;</p> <p>(2) Utilizing stereotaxic and histological procedures to dissect and block tissue from specific brain regions in non-human primates;</p> <p>(3) Genotyping non-human primates for paternal lineage;</p> <p>(4) Sacrificing animals at specific developmental time-points</p> <p><b>Note : As support to demonstrate your ability to perform the work required, submit detailed protocol(s) with the approach/methodology for the above, and any other supporting documentation; submit examples/copies of records kept on animals</b></p>	
2.	<p><b>QUALITY OF PERSONNEL - PRINCIPAL INVESTIGATOR AND OTHER PERSONNEL WORKING DIRECTLY ON THIS CONTRACT</b></p>	35 Points
	<p><b><u>Points to consider in evaluation of the P.I. and other personnel</u></b></p> <p>(1) Relevant experience and knowledge in the following areas of expertise:</p> <ol style="list-style-type: none"> <li>Non-human primate neuroanatomy</li> <li>Histology</li> <li>Neuroscience</li> <li>Non-human primate behavior</li> </ol> <p>(2) documented <u>availability</u> for proposed project in relation to other time commitments;</p> <p>(3) documented experience of staff with similar projects, and experience working together as a team;</p> <p><b>Note : As support to demonstrate/document the experience/quality of the personnel to be assigned to this project, submit copies of CVs/publications.</b></p>	
3.	<p><b>FACILITIES</b></p>	30 Points
	<p><b><u>Points to consider in evaluation of the facilities</u></b></p> <p><b><i>The documented availability and appropriateness of the facilities (i.e., laboratory space, animal housing, equipment and resources) necessary to meet the requirements specified in the Statement of Work, as determined by:</i></b></p>	

	<p>(1) Facility with adequate resources (space, support) to maintain large groups of Rhesus macaque primates in large outdoor corrals; ability to supply <u>numbers</u> of animals/tissue specified in the Statement of Work;</p> <p>(2) Facility to house and raise animals in semi-naturalistic environments that allow for normal social interactions;</p> <p>(3) Facility with capability to nursery-rear animals prior to introduction into normal social groups;</p> <p>(4) Facility with full-time veterinary services and staff on-site;</p> <p>(5) Facility with diagnostic and laboratory services for maintaining health of animals;</p> <p>(6) Facility with fully equipped, state-of-the-art neuroanatomical laboratory for dissection and blocking of brain tissue;</p> <p>(7) Facility with experience and capability (permits/licenses, as necessary) to ship/transport biohazardous material (brain tissue) to other facilities for processing.</p> <p><b>Note: As support to document the quality and suitability of the facilities, submit: description and photographs/pictures of the facilities, with animal living space and laboratory floor space clearly identified, available equipment (list), listing of staffing personnel to care for animals, necessary permits/licenses (list).</b></p>	
	<b>Total</b>	<b>100 Points</b>